

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

*P.O. Box 420603
San Francisco CA 94142-0603*



SCOPE OF WORK PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

SAN DIEGO

MEMORANDUM OF UNDERSTANDING
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Drywall/Lathing Master Agreement shall be amended as follows:

1. Change all references to District Council to Southwest Regional Council of Carpenters. Delete references to Arizona State Council of Carpenters and Nevada State Council of Carpenters on page 1.
2. Section 2 Add firestop work to job description (language to follow). Add the following language:
3. ARTICLE IV Change address of Southern California Conference of Carpenters on Article IV, Section 3.
4. Amend Article X, Section 6 to read

Section 6 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any ~~significant degree~~ **legally sufficient degree** of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work on that job or project.

5. Change Article X, Section 7 to read as follows:

On behalf of each individual Contractor signatory hereto, the Association, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and having been presented, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grant, on behalf of itself and each of its members in their individual capacities, recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this

collective bargaining agreement, pursuant to Section 9 (a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

6. Add new Section 12 providing that Wage Order 16 of the Industrial Welfare Commission is incorporated herein in its entirety, except in so far as it contradicts provisions
7. Amend Article XX, Section 6 to provide the following wage increase:

Wage Increase for all classifications:

2002	\$1.50
2003	\$1.50
2004	\$1.50
2005	\$1.50

Increases to be allocated by Union.

8. Add the following language in an appropriate place in the Agreement (this is the language in the Master Labor Agreement that is the basis for the C4(a) program):

1616. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provisions of this paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempted person working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of 173 hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California **and the Carpenters Vacation Holiday Savings Plan** in the sums designated in Attachment 1 to this Agreement. The Trustees of the above mentioned Trusts will be instructed to accept such contributions. ***The Vacation contribution shall not apply to owners or corporate officers. Any individual receiving contributions under this provision, except for owners or corporate officers who do not work with the tools of the trade, shall be covered by the provisions of***

Article IV, Union Security.

9. Add the following language at an appropriate place to clarify the nature of the vacation/supplemental dues contributions (the language below is from the Master Labor Agreement, the amount would be changed to reflect the correct supplemental dues contribution at the time of ratification of the Agreement):


**ARTICLE III
Supplemental Dues**


301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of sixty-seven cents (\$0.67) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by the fifth paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 1998 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southern California Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

302. Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the 12 County Carpenters Vacation Savings and Holiday Plan (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year

from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

10. Agreement to be effective July 1, 2002.


Ian Hendry, Executive Director
Western Wall and Ceiling Contractors Assoc.


Gordon K. Hubel, Contract Administrator
Southern California Conference of
Carpenters

**SOUTHERN CALIFORNIA DRYWALL/LATHING
MASTER AGREEMENT**

BETWEEN

DRYWALL/LATHING CONFERENCE ✓

OF THE

**WESTERN WALL & CEILING
CONTRACTORS ASSOCIATION, INC. ✓**

AND

**SOUTHERN CALIFORNIA CONFERENCE
OF
CARPENTERS ✓**

**ARIZONA STATE COUNCIL
OF CARPENTERS ✓**

AND

**NEVADA STATE COUNCIL
OF CARPENTERS ✓**

OF THE

**UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
AFL-CIO**

JULY 1, 1998 to JUNE 30, 2002

RECEIVED
Department of Industrial Relations
JUL 31 1998
Div. of Labor Statistics & Research
Chief's Office

ARTICLE I

WORK COVERED BY THIS AGREEMENT

The work covered by this Agreement shall include but shall not be limited to the following described work at the construction job site:

Section 1: The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

Section 2: All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

Section 3. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture for which the materials described herein are used, designed or intended.

Section 4. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above-described light iron construction is specifically included in the work covered by this Agreement.

Section 5.

(a) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron

construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

(b) all carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

(c) the nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(d) the placing, handling, moving and erection of all materials which fall within the description of work set forth in this section from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

Section 6.

(a) all work operations after the initial unloading of the drywall finishers material on the job site, including distribution onto the point of application.

(b) work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thinwall, concrete, steel, wood and plaster surfaces.

(c) work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

(d) work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

(e) the operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

The Union understands and recognizes that the WWCCA and its members are signatory to a collective bargaining agreement with the painters covering drywall finishing work. The parties agree that article I section 6 shall apply only to those signatory employers who are not

signatory to a collective bargaining agreement with the painters covering the drywall finishing work as described in Article I Section 6 of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I Section 6 or to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters covering the drywall finishing work and who chooses to assign that work to the painters.

Section 7. The provisions of this article shall not be used or applied in any manner so as to be inconsistent with any applicable provisions of the following agreements:

- (a) Carpenters Master Agreement for Northern California;
- (b) Southern California Carpenters Master Labor Agreement;

Section 8. Should any individual employer party to this agreement perform any work as a general contractor, developer, or do any related carpentry work as specified in the local area carpenter master agreements, he or it shall do so under the terms and conditions of the then current appropriate carpenters master agreements in said areas.

ARTICLE II

SUBCONTRACTING

Section 1. No contractor may subcontract any work, including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation, except upon prior written approval of the appropriate District Council and upon written approval from the appropriate District Council only to an individual contractor who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

Section 2. The provisions of this Agreement specifically prohibit the use of labor brokers or labor contractors who either, as a subcontractor, furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any contractor.

(a) A labor broker is any person, firm or corporation who hires or arranges for the hire of employees, but who neither supplies nor is primarily responsible for the payment of materials used on the job.

Section 3. Notwithstanding any provision of this Article II, the contractor may subcontract stocking and scrapping to any contractor who is a signatory to this Agreement or to an agreement with a labor organization affiliated with the AFL-CIO Building Trades Department or International Brotherhood of Teamsters.